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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

DELFINO GREEN & GREEN,
Plaintiff,
v.
WORKERS COMPENSATION
SOLUTIONS, LLC,
Defendant.

Case No. 15-cv-02302-HSG
**ORDER GRANTING STIPULATION
AND MOTION TO DISMISS**
Re: Dkt. Nos. 19, 38


Pending before the Court is Plaintiff and Counter-Defendant Delfino Green & Green’s motion to dismiss the first four causes of action in Defendant and Counter-Plaintiff Workers Compensation Solutions’ counter-claim. Dkt. No. 19 (“Mot.”). On September 11, 2015, the parties stipulated to dismissal of Defendant’s first three causes of action in its counter-claim. Dkt. No. 38. The Court GRANTS the parties’ stipulation and DISMISSES Defendant’s causes of action for (1) “Declaratory Relief: Attorney Fee Agreement—Void”; (2) “Declaratory Relief: Attorney Fee Agreement Does not Provide for Interest”; (3) “Declaratory Relief: Attorney Fee Agreement Does not Provide Recovery on Reimbursed Fees or Costs.”

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1 The Court further finds that, because Defendant's fourth cause of action in its counter-
2 claim is redundant of certain of its affirmative defenses, *see* Dkt. No. 30 at 7, it is appropriate to
3 strike that cause of action as well. A number of district courts have reached the same result. *See*
4 *Stickrath v. Globalstar, Inc.*, No. 07-cv-01941-TEH, 2008 WL 2050990, at *3 (N.D. Cal. May 13,
5 2008) (collecting cases). The counter-claim "serve[s] no useful purpose" and is "entirely
6 superfluous." *Id.* at *5, 7 (internal quotation marks omitted). As a result, the Court GRANTS
7 Plaintiff's motion to dismiss and STRIKES Defendant's fourth cause of action for "Declaratory
8 Relief: November 14, 2014 Agreement—Void" pursuant to Rule 12(f).

9 **IT IS SO ORDERED.**

10 Dated: 9/11/2015

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12 HAYWOOD S. GILLIAM, JR.
13 United States District Judge
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